

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **GL5023**Due Date: **12/21/04 at 2:00 PM**

Date Sent: December 6, 2004

Goods and services to be

INSTALL NEW MOBILE LIFTING SYSTEMS AT VARIOUS UDOT LOCATIONS**Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: GL5023

Due Date: 12/21/04

Vendor Name:

This bid will result in installing new mobile lifting systems at various UDOT locations as per attached specifications. Please provide pricing on attached sheets.

Changes or Modifications to Procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

Questions regarding the specifications should be directed to William E. Juszczak, UDOT Facilities Manager, phone number (801) 964-4522 no later than December 15, 2004.

Questions regarding the bid process should be directed to David Gill at (801) 538-3254 or dgill@utah.gov

Reference: RX 410 57000000009

Commodity: 07020

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63-56, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.
4. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the State of Utah to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein.
5. **INDEMNITY:** Contractor agrees to indemnify, save harmless and release the State of Utah, including all state officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this contract by the Contractor, its officers, agents, volunteers, employees or subcontractors.
6. **EQUAL OPPORTUNITY CLAUSE:** Contractor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A., 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993 which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
7. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
8. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.
9. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is **E33399**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.
10. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
11. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust any invoice that reflects incorrect pricing. Unless otherwise specified, payment terms shall be Net 30 days. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice.
12. **DELIVERY:** Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** All items listed on this Purchase Order are subject to the approval of the ordering agency. Items rejected by ordering agency for not conforming to specifications in this order shall be at Contractor's risk.
13. **PURCHASE ORDER NUMBER:** PURCHASE ORDER NUMBER must be clearly shown on shipping labels, packing slips, invoices and correspondence relating to this purchase.
14. **PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from any liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the purchase order and any response to related bids will be public documents, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the purchase order, bid response, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

NEW MOBILE LIFTING SYSTEM

STATION 3421, EUREKA - UDOT JOB NUMBER 81L53703
STATION 3435, ROOSEVELT - UDOT JOB NUMBER 81L53703
STATION 4322, LONG VALLEY JUNCTION - UDOT JOB NUMBER 81L54355
STATION 4332, HANKSVILLE - UDOT JOB NUMBER 81L54355
STATION 4423, MONTICELLO - UDOT JOB NUMBER 81L54456

PROJECT DESCRIPTION

This project is to provide a new mobile lifting system at various UDOT locations per this description and the attached specifications.

Potential bidders may wish to visit the sites. Site visits can be arranged through the individual station supervisors. Contact information for the station supervisors is as follows.

Eureka	Glen Wahlberg	(435) 433-6911
Roosevelt	Fred Priebe	(435) 722-2942
Long Valley	Raleigh Franklin	(435) 648-2398
Hanksville	Steve Hatch	(435) 542-3486
Monticello	Victor Shafer	(435) 587-2620

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

SPECIFICATION FOR NEW MOBILE LIFTING SYSTEM
UDOT STATION 3421 EUREKA, UTAH
UDOT STATION 3435 ROOSEVELT, UTAH
UDOT STATION 4322 LONG VALLEY JUNCTION, UTAH
UDOT STATION 4332 HANKSVILLE, UTAH
UDOT STATION 4423 MONTICELLO, UTAH

22 September 2004

GENERAL SPECIFICATIONS

BID

BIDDER _____

Submit Utah *INVITATION TO BID* with all required information.

Having examined the Contract Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, I/We hereby propose to furnish all labor, materials, and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. The price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this proposal is a part.

I/We acknowledge receipt of the following Addenda:

For all work shown on the Drawings, described in the Specifications and Contract Documents and as described herein, I/we agree to perform the all of the work indicated for the sum of:

Eureka Base Bid

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Eureka Option 1

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Eureka Option 2

_____ Dollars (\$_____)

Specifications - Mobile Lifting System

(In case of discrepancy, written amount shall govern)

Roosevelt Base Bid

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Roosevelt Option 1

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Roosevelt Option 2

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Long Valley Base Bid

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Long Valley Option 1

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Long Valley Option 2

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Hanksville Base Bid

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Hanksville Option 1

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Hanksville Option 2

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Monticello Base Bid

Specifications - Mobile Lifting System

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Monticello Option 1

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Monticello Option 2

_____ Dollars (\$_____)
(In case of discrepancy, written amount shall govern)

Multiple Unit Price Discount

State discount of above quoted price (in percent) for purchase of multiple units and terms under which discount is applied.

TIME OF COMPLETION AND DELAY REMEDY

The lifts shall be delivered to the sites within sixty (60) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$100 per day for each day after the expiration of the Contract Time until the Contractor achieves Substantial Completion.

PAYMENT

Final payment will be made when the lifts are delivered, set up by the supplier and approved by the Owner.

For prompt payment, mail invoice to:

William E. Juszczak
Facilities Manager
UDOT Maintenance Division
Box 148250
Salt Lake City, Utah 84114-8250

WARRANTY

Contractor shall provide a general written warranty for the replacement of all defective materials, including labor and travel that are used in this project. Lifting system shall be

Specifications - Mobile Lifting System

warranted for a minimum of two (2) years and the hydraulic cylinder shall be warranted for a minimum of five (5) years. Guide rollers shall be warranted for life. Manufacturer must guarantee, in writing, spare parts availability for twenty-five (25) years from date of delivery of the lifting system.

SCOPE OF WORK

Provide, deliver and install mobile lifting system consisting of one primary jack and 3 secondary jacks (a set) as specified herein. Provide deliver and install one set at each of the locations listed.

DETAIL SPECIFICATIONS

The mobile lifting system shall be a 4-post, 60,000 lbs. minimum, lifting system. System shall be new units of the manufacturer's current model. The equipment shall meet or exceed the following minimum requirements but is not limited as to the features furnished by the manufacturer. The equipment is to have all standard features. The equipment is to be delivered to the site, assembled, serviced, tested and ready to operate.

Equipment furnished to the State of Utah shall meet current State and Federal safety regulations including American National Standard Institute (ANSI) requirement B153.1-1990.

Entire lift system shall be approved and certified by the ALI (Automotive Lift Institute) certification program for automotive lifts and shall meet the requirements inherent in the testing of the program, including mechanical as well as electrical testing. Proof of certification as well as testing report showing testing at the certified capacity of the lift must be submitted with bid at the time of bid. ETL is an ALI sponsored independent nationally recognized testing laboratory (NRTL) approved by OSHA. [ETL, an independent NRTL administers the ALI certification program.]

Manufacturer of lifting system shall have been certified ISO 9001. ISO 9001 certification shall accompany the bid.

Manufacturer shall provide a current certificate of membership in the Automotive Lift Institute (ALI), a professional association of lift manufacturers.

Lift Requirements

The lift shall meet or exceed the following requirements.

\$ To have four heavy-duty mobile columns, rated at 15,000 lbs minimum each

Specifications - Mobile Lifting System

- for a total of 60,000 lbs minimum. Each lifting post shall be mobile and easily positioned at wheels of the vehicle for lifting.
- \$ Motor to be 2.2 HP minimum.
- \$ Overall beam height shall be 96" minimum.
- \$ To have security devices built into the electrical system which will stop the lift operation on case of failure or overload.
- \$ To have a low maintenance (requiring no lubrication) ball-bearing nut, completely sealed hardened screw assembly or hydraulic system equal in use, quality and performance.
- \$ To have 3 phase voltage.

Provide separate prices for the following options.

Option 1

Four support stands, 15,000 lbs capacity each, with cradle support pad.

Option 2

Four reduction sleeves (for smaller tire diameter).

Delivery

Delivery is to be made within 60 days of notice to proceed. Delivery must include:

- \$ Dealer's invoice
- \$ Copy of warranty
- \$ Operations Manual

Deliver one set to each of the sites. Station locations are as follows.

Station 3421 - 574 East Main, Eureka, Utah

Station 3435 - West Highway 40 (milepost 115), Roosevelt, Utah

Station 4322 - SR-89 (milepost 103.6, junction with SR-14), Long Valley Junction, Utah

Station 4332 - 362 West 100 North, Hanksville, Utah

Station 4423 - 701 East Highway 491, Monticello, Utah